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5 *Attorneys for Plaintiff, Bank of America, N.A.*

6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 BANK OF AMERICA, N.A.,

Case No.: 3:17-cv-00076-MMD-VPC

9 Plaintiff,

10 vs.

**STIPULATION AND ORDER FOR  
DISMISSAL OF ACTION WITH  
PREJUDICE**

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12 LVDG SERIES 113, established under LVDG,  
13 LLC, a Nevada series Limited-Liability  
14 Company; SADDLEHORN HOMEOWNERS'  
15 ASSOCIATION, a Nevada Non-Profit  
Corporation; THUNDER PROPERTIES, INC.,  
a Nevada Corporation,

16 Defendants.

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1 Plaintiff, BANK OF AMERICA, N.A. (“BANA”), by and through its attorneys of record,  
2 Dana Jonathon Nitz, Esq. and Yanxiong Li, Esq. of the law firm of Wright, Finlay & Zak, LLP;  
3 Defendants LVDG SERIES 113 (“LVDG”) and THUNDER PROPERTIES, INC. (“TPI”), by  
4 and through their undersigned counsels; and Defendant SADDLEHORN HOMEOWNERS’  
5 ASSOCIATION (“HOA”), by and through its undersigned counsels, hereby stipulate and agree  
6 as follows:

7 WHEREAS the above-captioned action concerns a homeowner’s association non-  
8 judicial foreclosure sale that occurred on or about June 6, 2013 (“HOA Sale”) involving certain  
9 real property located in Washoe County, Nevada, commonly known as 14155 Quiet Meadow  
10 Court, Reno, Nevada 89511; A.P.N. 150-201-12 (“Property”);

11 WHEREAS as a result of the HOA Sale, LVDG Series 113 (“LVDG”) claimed title to  
12 the Property, purportedly free and clear of BANA’s interest as the record beneficiary of a Deed  
13 of Trust recorded in the official records of the Washoe County, Nevada Recorder’s Office on  
14 March 11, 2008 as Document Number 3629026 (“Deed of Trust”);

15 WHEREAS as a result of the HOA Sale, Alessi & Koenig, LLC collected proceeds in  
16 excess of the HOA’s statutory lien in the amount of \$42,617.17 (the “Excess Proceeds”);

17 WHEREAS LVDG subsequently conveyed its purported interest in the Property to TPI,  
18 and TPI then claimed title to the Property, purportedly free and clear of BANA’s interest as the  
19 record beneficiary of the Subject Deed of Trust;

20 WHEREAS BANA filed its Complaint on February 3, 2017 (the “Action”), alleging  
21 several causes of action against TPI in connection with the HOA Sale and the Property [ECF  
22 No. 1];

23 WHEREAS The undersigned Parties have now come to a resolution regarding their  
24 respective claims and interest in the Property and the Excess Proceeds;

25 WHEREAS The undersigned Parties have, or will, execute a settlement agreement, the  
26 terms of which are confidential, but under which BANA agrees to relinquish its right, title and  
27 interest in the Property for agreed-upon consideration;

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1            WHEREAS LVDG, TPI and HOA agree to relinquish any right, title and interest in the  
2 Excess Proceeds;

3            WHEREAS All other claims asserted by or against any of the undersigned Parties hereto  
4 shall be dismissed with prejudice;

5            WHEREAS Nothing in this Stipulation should be construed as intended to benefit any  
6 other party not identified as the undersigned Parties hereto, and in particular, shall not constitute  
7 a waiver or relinquishment of any claims by BANA against the Borrower; and

8            WHEREAS Each Party shall bear its own fees and costs incurred in this litigation and  
9 settlement.

10            **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against LVDG,  
11 TPI and HOA in BANA's Complaint shall be dismissed with prejudice;

12            **IT IS FURTHER STIPULATED AND AGREED** that LVDG, TPI and HOA hereby  
13 relinquish any right, title and interest in the Excess Proceeds;

14            **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and  
15 Order is intended to be, or will be, construed as an admission of the claims or defenses of the  
16 Parties;

17            **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in  
18 no way intended to impair the rights of BANA (or any of its authorized agents, investors,  
19 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the  
20 Borrower, as defined in the Note, that BANA (or any of its authorized servicers, agents,  
21 investors, affiliates, predecessors, successors, and assigns) may have relating to the Note,  
22 including the right to sue the Borrower for any deficiency judgment;

23            **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own  
24 fees and costs incurred in this litigation and settlement.

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1                   **IT IS SO STIPULATED AND AGREED.**

3                   WRIGHT, FINLAY & ZAK, LLP	4                   ROBBINS LAW FIRM
5                   /s/ <i>Yanxiong Li, Esq.</i> Yanxiong Li, Esq. Nevada Bar No. 12807 7785 W. Sahara Avenue, Suite 200 Las Vegas, NV 89117 <i>Attorneys for Plaintiff, Bank of America, N.A.</i>	6                   /s/ <i>Elizabeth Lowell, Esq.</i> Elizabeth Lowell, Esq. Nevada Bar No. 8551 1995 Village Center Cir., Suite 190 Las Vegas, NV 89134 <i>Attorneys for Defendant, Saddlehorn Homeowners' Association</i>
9                   ROGER P. CROTEAU & ASSOCIATES, 10                   LTD 11                   /s/ <i>Timothy E. Rhoda, Esq.</i> Timothy E. Rhoda, Esq. Nevada Bar No. 7878 9120 West Post Road, Suite 100 Las Vegas, NV 89148 <i>Attorneys for Defendants, LVDG Series 113 and Thunder Properties, Inc.</i>	12

16                   **ORDER**

17                   Based on the foregoing Stipulation by and between the parties, and good cause  
18 appearing, IT IS SO ORDERED.

21                   Dated: January 24, 2019



22                   UNITED STATES DISTRICT COURT JUDGE